



**INTERNATIONAL
DISTRIBUTOR
FACILITIES REPORT**

Name of distributor: _____

Address: _____
Street

City: _____ Country

Cable Address: _____

Date: _____

**AMERICAN MOTORS CORPORATION
INTERNATIONAL DIVISION—JEEP INTERNATIONAL CORPORATION**

14250 PLYMOUTH ROAD
DETROIT, MICHIGAN 48232 U.S.A.

I.—ORGANIZATION:

101. Corporation:_____ Partnership:_____ Proprietorship:_____
102. Subsidiary of:_____
103. Other Subsidiaries:_____
104. Lines handled by Parent Company and Subsidiaries:_____

105. Name of President or Proprietor:_____
106. Name of Vice-President or Partner:_____
107. Name of Partner(s) or Director(s):_____
108. Name of General Manager:_____
109. Name of Sales Manager:_____
110. Name of Service Manager:_____
111. Total number of sales staff:_____
112. Total number of salesmen:_____, of which for retail:_____, for wholesale:_____,
for used cars_____, for parts and accessories:_____
113. Total number of mechanics:_____, in service garage:_____

II.—FINANCE:

201. Please attach latest balance sheet.
202. Total capital for automotive business: US\$_____
203. Value of land and buildings (less mortgage) included in total capital: US\$_____
204. Name and address of bank:_____

205. Credit limit bank:_____
206. Name and address of finance company:_____

207. Credit limit finance company:_____

III.—SALES:

301. List all automotive franchises held: _____
- 302.a.Total new car sales in last fiscal year by make: _____
b.Total new trucks sales in last fiscal year by make: _____
303. How many cars do you estimate can be sold during the current model year:
American Motors: _____ "Jeep" vehicles _____ others: _____
304. New car sales premises:
- a) where located: _____
b) total floor space in sq. ft.: _____
c) how many cars can be displayed in showroom: _____
d) number of salesmen employed in showroom: _____
305. Used car sales premises:
- a) give location with relation to new car salesroom: _____
b) type and size of display facilities: _____
c) how many cars can be displayed: _____
d) number of salesmen employed for used car sales: _____
306. Are import licenses required: _____
307. What are the exchange restrictions, if any: _____
308. Any other limitations: _____
309. What percent (%) of your new car sales are on cash basis: _____
on time basis: _____
310. How are time sales financed: down payment % _____, balance: _____
311. Do you finance new car retail sales: _____, bank: _____,
finance: _____
312. List your pricing formula on cars, supplying details of your mark up and dealer mark up and all costs above C.I.F. cost port of entry. Attach information on separate sheet.
313. Attach latest list of retail registrations and competitive makes year to date.
314. Attach list of retail prices on all passenger cars, and/or "Jeep" type vehicles.
315. Attach list of your dealers and area controlled and number of units of each above category taken by each year to date.
316. Attach list of cities and areas where you intend to appoint dealers during the current year.
317. How many wholesale or travelling salesmen have you visiting dealer organizations: _____

IV.—ADVERTISING AND SALES PROMOTION:

401. Name and address of advertising agency if any: _____

402. Amount budgeted for current year: US\$ _____
Breakdown by franchise: _____
403. List best media for market in order of importance: Newspaper: _____, T.V.: _____,
Radio: _____, Magazine: _____, Direct Mail: _____, Outdoor: _____,
Other: _____
404. Considering time and distance involved which in your opinion is the best way to ship advertising
material: _____
service material: _____

V.—SERVICE & PARTS:

501. Service garage building:
a) where located with relation to sales & office building: _____
b) total floor space in sq. ft.: _____
c) give brief description of service equipment and shop machinery:

d) how many mechanics do you employ: _____
502. Parts and Accessories sales:
a) where located with relation to sales & office building: _____
b) total floor space in sq. ft.: _____
c) total parts inventory: US\$ _____
d) American Motors cars parts inventory: US\$ _____, Jeep vehicles parts
inventory: US\$ _____

VI.—GENERAL:

601. Population of territory: _____
602. Population of major cities: _____

603. Total population of passenger cars registered: _____
Total of commercial and "Jeep" type vehicles: _____
604. List major marketing areas geographically in % of total market: _____

605. Give any other general information that should be considered in gaining maximum penetration of
American Motors automobiles, and/or "Jeep" type vehicles: _____

606. Remarks: _____

Signed: _____

To be made out in three copies.

Original Copy—Mail to International Division or Jeep International Corporation,
American Motors Corporation, Detroit, Michigan 48232 U.S.A.

Duplicate Copy—Mail to Regional Director of Sales.

TriPLICATE Copy—To be retained as file copy.

AMERICAN MOTORS CORPORATION

INTERNATIONAL DIVISION

BUILT-UP CAR ORDER

Distributor:	Ship to:	O R D E R	No: Date:
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PAYMENT TERMS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Import License (If required advise status)</td> <td style="width: 50%;"></td> </tr> <tr> <td>Letter of Credit (Irrevocable and Confirmed)</td> <td></td> </tr> <tr> <td>Prepayment</td> <td></td> </tr> </table>	Import License (If required advise status)		Letter of Credit (Irrevocable and Confirmed)		Prepayment		SPECIAL EQUIPMENT REQUIREMENTS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Left Hand Drive ☐</td> <td style="width: 50%;">Right Hand Drive ☐</td> </tr> <tr><td colspan="2">Engine:</td></tr> <tr><td colspan="2">Transmission:</td></tr> <tr><td colspan="2">Rear Axle Ratio:</td></tr> <tr><td colspan="2">Steering Ratio:</td></tr> <tr><td colspan="2">Battery (regular-tropical):</td></tr> <tr><td colspan="2">Cooling (regular - heavy duty -) : (HD radiator only) :</td></tr> <tr><td colspan="2">Speedometer (mile - kilometer):</td></tr> <tr><td colspan="2">Head Lamp Lenses (white - amber):</td></tr> <tr><td colspan="2">Direction Signals (white - amber):</td></tr> <tr><td colspan="2">Tire Size:</td></tr> </table>	Left Hand Drive ☐	Right Hand Drive ☐	Engine:		Transmission:		Rear Axle Ratio:		Steering Ratio:		Battery (regular-tropical):		Cooling (regular - heavy duty -) : (HD radiator only) :		Speedometer (mile - kilometer):		Head Lamp Lenses (white - amber):		Direction Signals (white - amber):		Tire Size:	
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INVOICING INSTRUCTIONS: 	CONSULAR DECLARATION:
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MARINE INSURANCE: (yes-no) 	SCHEDULING INSTRUCTIONS:
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SHIPPING (or delivery) INSTRUCTIONS: 	OPTIONAL EQUIPMENT In selecting equipment items please consult model specification & price lists:
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Shipping Marks:	
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QTY.	MODEL DESIGNATION:	Model Code

QTY.	COLOR REQUIREMENTS:			TRIM
	One Tone	Two Tone		
		Bottom	Top	

REMARKS: 	
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This order accepted under the terms of our Distributor Franchise Agreement.

To be made out in four copies.

DISTRIBUTOR'S SIGNATURE

White—Mail to Automotive International Division, American Motors Corporation } 14250 Plymouth Road, Detroit, Michigan 48232, U.S.A.
 Cherry—Mail to Automotive International Division, American Motors Corporation }
 Green—Mail to Regional Director of Sales
 Yellow—To be retained as file copy.



VEHICLE ORDER (Built Up) 1972

Jeep International Corporation
14250 PLYMOUTH RD.
DETROIT, MICHIGAN 48232
U. S. A.

PROD. MO.

ORDER NUMBER

ZONE	DEALER	SHIP	TERM	MODEL	DRIVE	PAINT	TRIM	TIRES	SALES CLASS	AXLE RATIO	SPEC.	VDO. NO.	CREDIT				
98	0000								X								
FROM:					MARKS					SERIAL NO.							
SOLD TO:										EX-FACTORY DATE							
SHIP TO:										INVOICE NO.							
CUST. ORDER										SHIP VIA							
IMPORT LIC. NO.										TOTAL CARS ON THIS ORDER							
CUST. CODE		BASIC PRICE			OWNER MANUAL		PAINT PRICE		TRIM PRICE		TIRE PRICE						
ENGINES		PRICING		AUDIO		PRICING		SEATING		PRICING							
001E	135 H.P.—232 C.I.D., 6-CYL.			0692	AM RADIO W/ANTENNA			0403	PASS. FT. SEAT (UNIV.) BUCKET								
001A	150 H.P.—258 C.I.D., 6-CYL.							0951	FT. SEAT—1/3-2/3 (UNIV.)								
001S	160 H.P.—225 C.I.D., V-6			CONVENIENCE					FT. SEAT—1/3-2/3 (COMDO.)								
001H	210 H.P.—304 C.I.D., V-8			0531	HEATER & DEFROSTER			0931	REAR SEAT								
001N	245 H.P.—360 C.I.D., V-8			0861	CIGAR LIGHTER												
	LOW COMPRES., 6-CYL.			0961	REAR VIEW MIRROR (PASS.)			MISCELLANEOUS									
				1061	BACK-UP LIGHTS			1002	PINTLE HOOK (UNIV.-COMDO.)								
TRANSMISSIONS				0581	TINTED GLASS—ALL			1004	PINTLE HOOK (TRUCKS)								
046F	3-SPEED MANUAL				SEAT BELTS—FRONT			1011	SPARE WHEEL LOCK								
046M	4-SPEED MANUAL				SEAT BELTS—REAR			0541	DRAW BAR								
046A	AUTOMATIC			0522	AIR COND. W/H.D. COOLING			0591	FUEL TANK SKID PLATE								
0511	REAR TRAC-LOK DIFFERENTIAL			0672	PARK BRAKE WARN. LIGHT			1091	VENT WINDSHIELD								
				0602	LUGGAGE RACK			1111	REAR BUMPERETTES								
				0651	INSIDE R. VIEW MIRROR			1121	KILO. SPEEDOMETER								
POWER				0881	DUAL SUN VISORS (UNIV.)			1131	EXPORT HEADLAMPS								
0561	POWER BRAKES			1281	WINDSHIELD—WASH. (UNIV.)				SELECTIVE HUBS (AUTO.)								
0551	POWER STEERING			1101	PASS. SEAT SAFETY RAIL				AMP. & OIL GAGES (UNIV.)								
0571	POWER WINDOW—TAILGATE			1271	4-WAY FLASHER			1151	EXPORT NAMEPLATE								
				0891	PADDED INSTR. PANEL			1161	VDO NAMEPLATE								
HEAVY DUTY				0632	WHEEL COVERS (4) DELUXE			1171	EXPORT STICKER								
0721	H.D. COOLING SYSTEM			0631	WHEEL COVERS (4)				CODED VEHICLE								
1631	H.D. SPRINGS & SHOCKS, F & R			1021	ARMREST (2) FRONT												
0741	H.D. SHOCKS			0661	COURTESY LIGHTS												
0751	H.D. SPRINGS—FRONT			0841	MATS, FRONT												
0761	H.D. SPRINGS—REAR			1113	BUMPERS—CHROME, F & R												
0771	H.D. FRAME																
0781	H.D. BATTERY—70 AMP. WET.																
0794	ALTERNATOR—55 AMP.																
					APPEARANCE												
BODY—CAB					DELUXE TRIM (COMMANDO)			PACKING									
0876	METAL CAB—HALF (UNIV.)				CUSTOM WAGONEER PACKAGE			1501	RUSTPROOFING								
0871	METAL CAB—FULL (UNIV.)				TRUCK—CUSTOM CAB			1571	CUBE REDUCTION								
0875	METAL CAB—HALF VRT./DR.			0701	TWO-TONE (TRUCK ONLY)			1431	1/2 STRG. WHEEL (OB-UNIV.)								
0872	THRIFTSIDE BOX (J-2000)							1661	BOXED								
0873	TOWNSIDE BOX (J-2000 J-4000)							F.O.B. FACTORY (TOLEDO, OHIO)									
SPECIAL INSTRUCTIONS:										INLAND FREIGHT							
										F.O.B. (PORT)							
										OCEAN FREIGHT, INSUR., MISC. (APPROX.)							
										TOTAL (F.O.B.) (CIF) (C&F) (APPROX.)							
FORWARDER AND DOCUMENTATION INSTRUCTIONS:										TOTAL ORDER PRICE (APPROX.)							
										GROSS		TARE		NET		CU. FT.	
										DIMENSIONS		DATE SHIPPED		SIGNED BY			

SUBMIT IN THREE COPIES TO AM-JIC—DO NOT WRITE IN SHADED AREA



AMERICAN MOTORS CORPORATION

Export Franchise

THIS AGREEMENT effective between AMERICAN MOTORS CORPORATION,
hereinafter called the "Corporation", and

a of
(Description of legal entity) (City)

..... hereinafter called "Distributor".
, (County)

PURPOSE OF AGREEMENT

The purpose of this agreement is to set forth the terms and conditions under which Corporation and Distributor will do business together, and to set forth the functions and responsibilities of each in the sale by Corporation to Distributor of motor vehicles, chassis, parts and accessories and the resale of those products by Distributor to its customers.

Corporation and Distributor therefore agree as follows:

1.0 TERMS AND CONDITIONS OF SALE.

1.1 Distributor's Selling Rights.

As long as this agreement is in effect, Distributor shall have the nonexclusive right to purchase from Corporation and resell passenger cars, chassis, commercial cars and trucks (motor vehicles) offered for sale by Corporation and which bear the trademark "....." or any combination of that word with any other word or words, and parts and accessories for motor vehicles, as above defined, which are manufactured by or approved by Corporation. Distributor will have the obligation and responsibility to develop properly and to actively, aggressively and honestly promote the sale of such motor vehicles, parts and accessories and to give the public prompt, efficient and courteous service, but only in the following territory;

1.2 Sales by Corporation

The Corporation, or its nominee specifically authorized so to do, shall have the exclusive right to sell any products referred to herein to its employees, to civil service employees, and military personnel of the United States and Canada, without payment of any commission or other obligation to Distributor.

1.3 Reports and Estimates.

To assist Corporation in scheduling production, Distributor shall furnish Corporation on forms supplied by it with a monthly report of its sales of new and used motor vehicles, its stock of new and used vehicles and such other information as Corporation may request, and a monthly estimate of its requirements during such periods as Corporation may specify. Distributor shall consult Corporation before dealing in any other makes of new automobiles or trucks.

1.4 Motor Vehicles Purchase Orders.

Corporation reserves the right to reject orders for any models of motor vehicles which it determines to be unavailable for export sales or unsuited for use in Distributor's territory, and reserves the right to alter specifications of motor vehicles ordered by Distributor, in order that such motor vehicles be more adaptable for use in Distributor's territory.

1.5 Prices.

Corporation will advise Distributor from time to time of the prices at which it will sell motor vehicles, parts and accessories to Distributor and shall have the right to change such prices at any time. All orders will be filled at prices in effect on the date of shipment.

1.6 Payment.

Distributor shall pay Corporation for each shipment of motor vehicles, parts and accessories the prices established by Corporation and in effect at the time of shipment plus such additional net charges as are specified by Corporation. The price, together with charges and disbursements, shall be payable in such city and in such currency as shall be designated by Corporation upon presentation of shipping documents in usual form issued by a responsible carrier evidencing the receipt of such motor vehicles, parts and accessories in good order and properly consigned. Deliveries will be made to and payment accepted from any bank, banking, mercantile or forwarding house duly designated by Corporation for such purpose and acceptable to Corporation in such city as shall be designated by Corporation. To insure payment in accordance with the terms of this agreement, Distributor shall make financial arrangements satisfactory to Corporation which shall be confirmed to Corporation prior to acceptance of orders by Corporation.

1.7 Shipment.

Corporation may make shipment of motor vehicles, parts and accessories ordered hereunder by any means of transportation and from whatever point it may select but will endeavor whenever practicable to follow Distributor's request with respect to routing and mode of transportation.

The Corporation shall not be liable to the Distributor for any loss or damage to motor vehicles, parts, accessories or other merchandise while the same are in the custody or possession of any Railroad, Express Company, or other Common Carrier (or while in warehouse) in due course of transit, either by land, sea or air, but all such loss or damage, after such motor vehicles or parts and accessories or other merchandise are delivered to any such agency, shall be for the account of the Distributor, who should protect itself by adequate insurance. Insurance on shipments, whether arranged by the Distributor or by the Corporation on Distributor's behalf, should be such as to protect the Distributor against "all risks" in due course of transit from the factories of the Corporation to the warehouse at destination. Shipments, upon receipt, should be promptly examined, and if packing cases show evidence of having suffered damage either from rough handling or water, they should not be opened except in the presence of the properly authorized Lloyds Surveyor or the American Consul,

either of whom may then issue a legal survey of any damage or loss existing, which the Distributor as the assured may, together with its properly endorsed Insurance Certificates, original and all negotiable copies of the Bill of Lading, original invoice from Corporation, Master's Protest, and Consular Invoice (if any), file with the nearest authorized representative of the Underwriters in support of Distributor's claim for reimbursement of loss or damage or apparent shortage. The Corporation, however, is at all times ready to lend Distributor its assistance in the collection of any claim the Distributor may have against the Underwriters and/or the Common Carriers.

1.8 Claims for Shortage.

As a condition precedent to recovery for a shortage in any shipment, claim for such alleged shortage must be made by Distributor within thirty (30) days after arrival or delivery at Distributor's port of entry of the shipment on which said shortage is claimed, or in the event of complete loss of the shipment, then within thirty (30) days after date of shipment from Corporation's factories.

1.9 Custom Laws and Regulations.

Corporation will endeavor to comply at all times with the requirements of the various customs laws and regulations of the different countries into which its products are shipped, but Corporation will not assume any responsibility because of failure to comply therewith or for penalties which may result from boxing, packing, invoicing or shipping documents not being in accordance with the requirements of the country to which the shipment of such products has been made.

1.10 Failure to Fill Orders.

Corporation shall not be liable for failure or delay in filling orders of Distributor which have been accepted by Corporation or for other failures to perform where such failures or delays are due in whole or in part to strikes or other labor troubles, fire, floods, material or labor shortages, embargoes, stoppages in transit, direct or indirect acts, regulations or orders of government, the Corporation's allocation of motor vehicles and other products to and among Distributors and dealers, war, sabotage, acts of God or the public enemy, and other causes beyond the control of the Corporation.

1.11 Changes and Improvements.

Corporation may make changes in design or add any improvements on motor vehicles, parts or accessories at any time without incurring any obligation to make such changes or install such improvements on motor vehicles, parts or accessories produced pursuant to Distributor's orders or previously shipped to Distributor and may at any time change or discontinue any model motor vehicle or any item of its parts and accessories without incurring any liability or obligation to Distributor by reason of its previous purchases.

1.12 Price Protection.

If Corporation reduces the net export price of any current model motor vehicle during the current model year, Corporation will refund or credit to Distributor the amount of such reduction for all new and unused current model motor vehicles, excluding demonstrators, which are in the stock of unsold new and unused motor vehicles of Distributor at the date of such reduction and which were shipped by Corporation during the preceding three (3) months, provided that Distributor reduces the prices at which it sells such motor vehicles to its distributors or dealers by the amount of such refund or credit. No credit or refund will be allowed hereunder unless claim therefor is made by Distributor, supported by such affidavits or other evidence as may be required by Corporation in support of such claim, and such claim reaches the offices of the Corporation within sixty (60) days after the effective date of such reduction. Nothing herein shall obligate Corporation to make any credits or refunds with respect to price reductions resulting from the elimination or reduction of any taxes or duties or any liability therefor.

1.13 Warranty.

There are no warranties, express or implied, made by Corporation of products sold hereunder except the "Manufacturer's Warranty" which in printed form is furnished to the owner with each motor vehicle. Distributor shall make no warranties concerning such products other than those contained in such "Manufacturer's Warranty".

2.0 DISTRIBUTOR'S OPERATING REQUIREMENTS.

2.1 Capital Requirements.

The Distributor acknowledges that the proper conduct of its business with the Corporation under this agreement requires that it at all times have a proper net working capital. Hence, the Distributor agrees to originally have and at all times maintain and actually employ in its business such amounts of net working capital as the Corporation shall from time to time deem necessary for the proper operation of such business in accordance with the reasonable standards set up by the Corporation.

2.2 Sales and Service Facilities.

Distributor will be responsible to Corporation for the proper representation of its products and will maintain a place of business, salesroom, parts department, and service station with suitable organization and equipment in connection therewith, satisfactory to and in accordance with the policies of Corporation; and Distributor will actively promote and develop the sale and service of said products throughout the territory, give prompt and efficient service to its customers and conform in all respects to policies recommended by Corporation.

2.3 Appointment of Dealers and Discounts to Dealers.

Distributor agrees to appoint a sufficient number of dealers in the territory to give proper and satisfactory representation and service. All agreements between Distributor and its dealers shall be in writing, and in substantially the same form as this agreement, and shall embody terms satisfactory to Corporation, and a signed copy of each dealer's agreement executed by Distributor shall be by it placed in the possession of Corporation. It is understood and agreed that the termination of this agreement will automatically terminate all such dealer agreements. Corporation reserves the right to withdraw any portion of the territory described above if, in its judgment, Distributor is not canvassing or servicing the same properly.

The discount accorded its dealers by Distributor should be so fixed as to reflect the value of the sales effort put forth, and financial risk assumed by such dealers, so that the best possible dealers may be secured by, and retained in, Distributor's selling organization.

2.4 Advertising.

Because of the effect that advertising may have on the sale of Corporation's products and the good will of Distributor, Distributor agrees to advertise motor vehicles throughout the territory in such a manner as to secure proper publicity, which shall be as extensive and effective as that done for other motor vehicles of like character. Distributor shall comply with Corporation's advertising policies as set forth by Corporation from time to time.

2.5 Stock of Motor Vehicles.

To properly represent and promote the sale of motor vehicles in each price class in Distributor's potential market and properly serve its dealers, Distributor shall purchase and keep on hand at all times an adequate stock of current model motor vehicles of all series and with such assortment of body types as Corporation may deem necessary.

2.6 Stock of Parts and Accessories.

To provide proper service to owners of motor vehicles in Distributor's territory and properly serve dealers located in its territory, Distributor shall purchase and keep on hand at all times a stock of genuine new Corporation parts and accessories which stock shall at all times be adequate, in the opinion of Corporation, to properly perform such service. Corporation and/or its authorized representatives shall have the right to audit inventories of parts and accessories at all reasonable times to determine the adequacy thereof.

2.7 Parts and Accessories Not Permitted.

Distributor will not sell, offer for sale or use in repair work, as genuine new Corporation parts or accessories, any parts or accessories which are not, in fact, manufactured or approved by Corporation and sold hereunder for use in making service parts replacements in motor vehicles or for installation thereon.

2.8 Distributor's Retail Prices.

Distributor will establish retail selling prices for each model of motor vehicle which will not jeopardize the future sale of Corporation's motor vehicles in the territory by reason of being relatively higher than the prices at which competing motor vehicles are sold by other distributors and dealers. Distributor shall also extend a reasonable discount on genuine Corporation parts and accessory prices to all legitimate garage and repair men who desire to repair such motor vehicles and who request such parts or accessories for that purpose from Distributor.

3.0 DURATION AND TERMINATION OF AGREEMENT.

3.1 Duration.

This agreement shall remain in full force and effect until cancelled by notice in accordance with the following terms and conditions.

3.2 Termination by Either Party.

Either Corporation or Distributor may terminate this agreement at any time for any reason by giving written notice of such intention to the other at least ninety (90) days prior to the effective date specified for termination.

3.3 Immediate Termination by Either Party.

If either Corporation or Distributor requires a license or permit or other governmental authority for the performance of any obligation hereunder or in connection with this agreement in any state or jurisdiction where this agreement is to be performed, and if either of the parties shall fail to secure or maintain such license or permit or renewal thereof, or if such license or permit shall be suspended or revoked, irrespective of the cause or reason therefor, either party may immediately terminate this agreement by giving to the other written notice of such termination.

3.4 Immediate Termination by Corporation.

Corporation, at its option, may terminate this agreement immediately upon giving written notice of such termination in the event: (1) Distributor shall breach any of the covenants of this agreement; (2) there are instituted proceedings by or against Distributor in bankruptcy or under insolvency laws or for corporate reorganization or receivership or dissolution; (3) Distributor makes an assignment for the benefit of creditors; (4) the admitted insolvency of Distributor or of any member of Distributor, if a partnership; (5) Distributor discontinues distribution and resale in the territory of products herein referred to; (6) Distributor dies or ceases to exist; (7) Distributor is a partnership or a corporation and disagreements arise between the members of the partnership or the stockholders, officers or managers of the corporation which cause Corporation to deem that its interest may be imperiled; (8) Distributor lacks sufficient working capital in the opinion of Corporation for the carrying on of this agreement according to reasonable standards set up by Corporation; (9) Distributor or any of its officers or managers are convicted of any felony or convert or embezzle any property or funds of others; (10) Distributor fails to secure or renew a license or permit for its business required by law or if such license or permit is revoked or suspended; (11) Distributor fails to properly develop the market assigned to Distributor in accordance with reasonable standards specified by Corporation; (12) Distributor changes the location of its place of business without advance written approval of Corporation; (13) Distributor attempts to assign this agreement without Corporation's written consent. Distributor agrees to immediately cause Corporation to be informed in writing of the happening of any event specified in this paragraph.

4.0 EFFECT OF TERMINATION OR EXPIRATION.

4.1 Sums Owed Corporation.

The termination or expiration of this agreement will not release Distributor from the payment of any sum that it may owe Corporation. Such termination or expiration, however, will cancel all orders for motor vehicles, parts, accessories and other merchandise which have not been shipped prior to the effective date of such termination or expiration.

4.2 No Liability by Reason of Expiration or Termination.

The rights of termination provided herein are absolute, and both Corporation and Distributor have considered the possibility of making expenditures in preparing for performance of this agreement and possible losses and damages incident and resulting to each of them in the event of termination, and each has agreed to the provisions with respect to termination with full knowledge of such possibility and it is therefore the express intention and desire of both Corporation and Distributor that neither shall be liable to the other for damage or otherwise by reason of the termination or expiration of this agreement at any time.

4.3 Corporation's Right to Repurchase Upon Termination or Expiration.

Upon any termination or expiration of this agreement, Corporation reserves the right, at its option, to purchase in whole or in part, and Distributor agrees to sell and deliver to Corporation, or its nominee, free of encumbrances, the new and unused current model motor vehicles in Distributor's possession or control in condition for resale as new motor vehicles, and the new and unused genuine Corporation parts and accessories which are the Distributor's property and which are, in Corporation's opinion, in good condition and not obsolete or discontinued, on the following terms:

Current model motor vehicles at the net duty paid landed cost to Distributor current at date of termination or expiration of this agreement.

Genuine Corporation parts and accessories at the net duty paid landed cost current at date of termination or expiration, less any cost determined by Corporation to be necessary to refinish or recondition such parts and accessories to restore them to their original condition.

Corporation may exercise its option to purchase motor vehicles, parts and accessories, as granted herein, only by giving notice in writing to Distributor of such intention within sixty (60) days after the effective date of termination or expiration.

4.4 Trade-marks, Patents and Agreement to Discontinue Use.

Distributor acknowledges and agrees that Corporation is the proprietor of certain trade-names, trade-marks, and designations, hereinafter called "Trade-Marks", and Distributor will use such Trade-Marks only in connection with the products of Corporation and will not use any such Trade-Marks or imitations thereof in the name in which Distributor does business; that Distributor will not obtain any right, title or interest by registration, copyright, patent or otherwise, in any such Trade-Marks, or in or to any designs, improvements or inventions whatsoever embodied in Corporation's products, and hereby expressly waives any rights it may have so to do. Distributor further agrees that, upon the termination or expiration of this agreement or upon written notification by Corporation, it will discontinue the use of Trade-Marks or imitations thereof either directly or indirectly in connection with its business, and will remove and destroy or surrender to Corporation, all signs, stationery, printed matter, advertising, advertising cuts or anything else containing any such Trade-Marks that might make it appear that Distributor is still handling Corporation's products, all without expense to Corporation, and Distributor will execute at any time at the request of Corporation such documents as may be required to enable Corporation to cancel and/or take full possession of any rights, title or interest acquired by Distributor in respect of such Trade-Marks, patents, designs, improvements or inventions. Distributor also agrees that it will include in all of Distributor's agreements with its dealers each and every provision hereinabove set forth.

4.5 Effect of Sales After Termination or Expiration.

After the termination or expiration of this agreement, the continuance of the sale of motor vehicles in the territory herein defined, or the referring of inquiries by the Corporation to the Distributor, shall not be construed as a renewal of this agreement or a waiver of the termination or of any right to terminate, but all orders received and and/or executed by the Corporation after such termination or expiration shall be received and/or executed upon terms and conditions identical with this agreement.

5.0 GENERAL PROVISIONS.

5.1 Payment of Tax, Etc.

Distributor shall, as part of the expense of its business, pay any tax, duty, fee or other charge that may be levied upon or against or on account of such business or upon any motor vehicle or part or accessory that has been delivered to a carrier for Distributor's account, or is in transit to Distributor, or that may be in its possession or in the territory for delivery to Distributor; and any tax, duty, fee, or other charge that may be levied upon or against or incurred or paid by Corporation on account of the manufacture or sale of any motor vehicle, part or accessory delivered to Distributor.

5.2 Indebtedness.

Corporation shall have the right to apply upon the payment of any amount due Corporation from Distributor, any sum of money, or part thereof, belonging to Distributor which may be in Corporation's possession; and Corporation may at its option collect any sums owing by Distributor to Corporation by separate draft or by including such sums in any draft covering the purchase of motor vehicles. Distributor shall pay with the amount of every draft all exchange and collection charges. The bank through which any clean draft of Corporation, other than drafts under Letters of Credit, is to be presented may be selected by Corporation.

5.3 Distributor Not Agent.

This agreement does not in any respect make Distributor an agent for Corporation or authorize Distributor to transact any business in its name or to incur any obligation or liability for or against Corporation.

5.4 Waiver.

Failure of either party at any time to require performance of any provisions of this agreement shall not affect the right to require full performance thereof at any time thereafter, and the waiver by either party of a breach of any such provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

5.5 No Verbal Agreements or Changes in Agreement.

It is mutually agreed by the parties that no addition, change or erasure of any printed portion of this agreement, except the filling in of specified blank spaces and lines, shall be valid or binding upon either party hereto and that no verbal agreements, of any nature, relating to the subject matter of this agreement or to any relationship between the parties, will be considered valid or enforceable.

5.6 Notices.

Any written notice required or permitted under the terms of this agreement, or any statute or law requiring the giving of notice, may be delivered in person, or by cable, or by mail, if properly posted, with postage fully prepaid, in an envelope properly addressed to the respective parties at the last known address given by either party to the other. Any such notice shall be considered to have been given when personally delivered, cabled, or mailed in the manner hereinbefore provided.

5.7 Definition of Legality.

It is understood that although this is a general form of agreement designed for use in countries other than the United States of America, it is to be construed by the laws of the State of Michigan, United States of America. Any provisions herein the performance of which contravenes the laws of the Country, State or Jurisdiction applicable thereto, shall be deemed not to be a part of this agreement, but in all other respects said agreement shall continue as written.

5.8 Agreement Not Assignable.

This agreement constitutes a personal contract and Distributor shall not transfer or assign same, or any part thereof, or any rights thereunder, without the written consent of Corporation. It shall, however, inure to the benefit of and be binding upon Corporation, its successors and assigns.

IN WITNESS WHEREOF, said parties duly authorized have signed this agreement which is finally executed at Detroit, Mich-

igan, U.S.A., in duplicate, this..... day of.....

AMERICAN MOTORS CORPORATION

(.....)

.....
(Witness)

By.....
Director of Sales

By.....
Vice President

DISTRIBUTOR:

.....
(Give Partnership or Corporate Name)

.....
(Witness)

By.....
(Authorized Officer of Distributor)
(State Title)



AMERICAN MOTORS
CORPORATION
Export Franchise

Contract

BETWEEN

OF

AND

OF

PRINTED IN U. S. A.